

TITLE SHEET

SOUTH CAROLINA TARIFF NO. 1

APPLICABLE TO

PACKAGED LOCAL AND INTEREXCHANGE

IP VOICE SERVICES OF

**TIME WARNER CABLE INFORMATION SERVICES (SOUTH CAROLINA),
LLC**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of services and facilities for Internet Protocol voice services provided by Time Warner Cable Information Services (South Carolina), LLC with principal offices at 290 Harbor Drive, Stamford, CT 06902. This tariff applies for services furnished within the State of South Carolina. This tariff is on file with the Public Service Commission of South Carolina and copies may be inspected, during normal business hours, at the Company's principal place of business.

APPROVED FOR FILING
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

MAY 24 2004


TARIFF COORD.

Issued: May 24, 2004
Issued By:

Julie Patterson
Time Warner Cable Information Services (South Carolina) LLC
290 Harbor Drive
Stamford, Connecticut 06902
(203) 328-0671
Julie.Patterson@twcable.com

Effective: May 24, 2004

CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

SHEET	REVISION	SHEET	REVISION
1	Original	29	Original
2	Original	30	Original
3	Original	31	Revised 6/9/2004
4	Original	32	Revised 6/9/2004
5	Original	33	Original
6	Original	34	Original
7	Original	35	Original
8	Original	36	Original
9	Original	37	Original
10	Original	38	Original
11	Original	39	Original
12	Original	40	Original
13	Original	41	Original
14	Original	42	Original
15	Original	43	Original
16	Original	44	Original
17	Original	45	Original
18	Original	46	Original
19	Original		
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SYMBOLS SHEET

The following symbols shall be used in this tariff for the purpose indicated below:

- C – To Signify a Change in Rate Schedule or Term or Condition
- D – To Signify a Discontinued Rate or Term or Condition
- I – To Signify an Increased Rate
- M – To Signify Text Moved from Another Tariff Location; But No Change in Rate or Term or Condition
- N – To Signify a New Rate or Term or Condition
- R – To Signify a Reduced Rate
- T – To Signify a Change in Text or Regulation; But No Change in Rate or Term or Condition

Check Sheets – When a tariff filing is made with the Commission, an update check sheet accompanies the tariff filing.

Sheet Numbering and Revision Levels – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between existing sheets 14 and 15 would be 14.1. Revision levels also appear in the upper right corner of each page. These levels are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet 14 cancels the 3rd revised Sheet 14.

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Julie Patterson
Time Warner Cable Information Services (South Carolina) LLC
290 Harbor Drive
Stamford, Connecticut 06902
(203) 328-0671
Julie.Patterson@twcable.com

TARIFF FORMAT

- A. **Sheet Numbering** – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. that the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

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- D. **Check Sheets** – When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by the symbols given on the symbols sheet. There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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Julie Patterson
Time Warner Cable Information Services (South Carolina) LLC
290 Harbor Drive
Stamford, Connecticut 06902
(203) 328-0671
Julie.Patterson@twcable.com

NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES

The Public Service Commission of South Carolina ("Commission" or "SCPSC") requires that each telephone company's Terms and Conditions comply with and not conflict with regulations and requirements of South Carolina Statutes, S.C. Code Sections 58-9-10 *et seq.* and the regulations found in South Carolina Code Binder 26, Chapter 103, Article 6. Any provision in these Terms and Conditions or rate schedules that conflicts with a South Carolina statute or SCPSC rule is inapplicable and will not be enforceable. The following regulations apply to telephone utilities and contain provisions that affect matters that commonly appear in telephone utility Terms and Conditions:

Subarticle 1 – General

Subarticle 2 – Records and Reports including Complaints, Accidents, Interruption of Service, and Service Reports

Subarticle 3 – Customer Relations including Standards for Customer Deposits, Billing, Denial or Discontinuance of Service, Directories and Termination of Service

Subarticle 4 – Engineering

Subarticle 5 – Inspection and Tests

Subarticle 6 – Standards and Quality of Service

Subarticle 7 – Safety

Subarticle 8 – Telecommunication Relay Service Advisory Committee

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NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES

In addition, the following provisions are part of this Company's Terms and Conditions:

1. FOR LOCAL EXCHANGE SERVICE:

Emergency Telephone Number and Enhanced 911 Systems – 911/ E911 – Surcharge. An Enhanced Universal Emergency Number Service (E911) A 911 or enhanced 911 surcharge applies per month to each residence and business access line, including PBX trunks, Centrex access lines, semipublic coin lines, and public access lines, in addition to the monthly rates for these lines specified elsewhere in these schedules. S.C. Code Section 23-47-40 authorizes local governments to adopt ordinances to impose the monthly 911 charges. S.C. Code Section 23-47-50 lists the maximum 911 charges that subscribers may be billed.

2. FOR BOTH LOCAL AND INTEREXCHANGE SERVICES:

Any provisions in these Terms and Conditions that limit liability or damages do not apply to the extent they conflict with the regulations found in South Carolina Code Binder 26, Chapter 103, Article 6, 26 S.C. Regs. 103-600 *et seq.*

This Company agrees that it is responsible for complying with all applicable rules, regulations, and orders of the Public Service Commission of South Carolina and with the South Carolina Code. It understands that if it applies or enforces any provision of these Terms and Conditions that is in conflict with a rule, regulation or order of the SCPSC or the South Carolina Code, the rule, regulation, order or statute will govern.

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Julie Patterson
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290 Harbor Drive
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SERVICE OFFERING SUMMARY

The Company's IP Voice Service is offered solely to residential Customers who are subscribers to Time Warner Cable's cable modem and/or cable television service. Customers may subscribe for Service under one of two flat-rate plans both of which will provide unlimited, non-usage-sensitive, non-time-of-day-sensitive local and long distance calling throughout the continental United States. Service, features and functions will be provided where Company facilities, including, but not limited to, billing and technical capabilities, are available.

The Company will offer IP Voice Service to Time Warner Cable's high-speed cable modem data and cable television customers throughout the State of South Carolina in the areas where facilities are available and where the Company has the technical capability to serve.

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Time Warner Cable Information Services (South Carolina) LLC
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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

1.1 Explanation of Abbreviations and Acronyms

Commission or SCPSC – Public Service Commission of South Carolina

IXC – Interexchange Carrier

ICO – Independent Company

ICE – Independent Company Exchange

LATA – Local Access and Transport Area

LEC – Local Exchange Company

MTS – Message Telecommunication Service

NPA – Numbering Plan Area

PIC – Primary Interexchange Carrier

TDD – Telephone Device for the Deaf

TRS – Telecommunications Relay Service

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Time Warner Cable Information Services (South Carolina) LLC
290 Harbor Drive
Stamford, Connecticut 06902
(203) 328-0671
Julie.Patterson@twcable.com

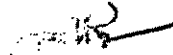
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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

MAY 24 2004

1.2 Definition of Terms

Commission (SCPSC) – The Public Service Commission of South Carolina


COORD.

Company – Refers to Time Warner Cable Information Services (South Carolina), LLC.

Completed – A call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other mechanical answering device.

Customer – The person, firm, corporation, or other entity which orders Service and is responsible for payment of charges due and compliance with the Company's tariff regulations. This term also includes a person who was a Customer of the Company within the past 30 days and who requests Service at the same or different location.

Customer-Provided Equipment (CPE) – Equipment provided by the Customer for use with the Company's Services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

End User – Any Customer that is not a carrier, except that a carrier (other than a telephone company) shall be deemed to be an "End User" when such carrier uses the Company's Service for administrative purposes.

IP Voice Service – The provision to the Customer of access to the Company's Internet Protocol voice network and the public switched telephone network for the purpose of sending and receiving calls. This access is achieved through the use of Time Warner Cable's facilities.

Message – A completed telephone call.

Nonrecurring Charge – A one-time charge made under certain conditions to recover all or a portion of the cost of installing facilities or providing Service.

Recurring Charge – The monthly charge to the Customer for Services, facilities and equipment, which continue for the agreed upon duration of the Service.

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Julie Patterson
Time Warner Cable Information Services (South Carolina) LLC
290 Harbor Drive
Stamford, Connecticut 06902
(203) 328-0671
Julie.Patterson@twcable.com

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

1.2 Definition of Terms (cont'd)

Service – Any IP Voice Service(s) provided by the Company under this tariff.

Termination of Service – Discontinuance of both incoming and outgoing Service.

User – A Customer, or any other person authorized by a Customer to use Service provided under this tariff.

Voice Line – An arrangement which connects the Customer's location with the Company's call center, consisting of a path capable of transmitting signals within the range of the service offering, e.g., a Voiceband transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived channels consisting of any form or configuration of facilities typically used in the communications industry.

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SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Application of Tariff

- A. This tariff sets forth terms and conditions applicable to the furnishing of the IP Voice Service defined herein offered by the Company within the State of South Carolina. IP Voice Service is furnished for the use of End Users in placing and receiving calls within the State of South Carolina.
- B. When Services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the service or facilities furnished by it.
- C. When Services and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's Services and facilities.
- D. This tariff applies only for the use of the Company's Services within the State of South Carolina. This includes the use of the Company's network to complete an end-to-end call within the State of South Carolina and to obtain access to the intrastate and interstate Toll Call services offered by the Company.
- E. The provision of IP Voice Service defined herein is subject to regulations specified in this tariff and may be revised, added to, or supplemented by superseding issues.

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SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company (cont'd)

2.1.2 Shortage of Equipment or Facilities

The furnishing of Service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and technical capabilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from carriers to furnish Service from time to time as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

A. IP Voice Service is offered strictly as an optional feature only to residential customers subscribing to Time Warner Cable's high-speed cable modem data service, to its cable television service, or to both services. Applicants for Service from the Company are solely responsible for arranging and paying for the installation of Time Warner Cable cable modem and/or cable television service. Customers are responsible for maintaining Time Warner Cable cable modem and/or cable television service and for paying all charges associated with such service as and when due. IP Voice Service is not supported by an in-home back-up power source, and if the electrical provider and/or Company's cable network or facilities are not operating, the IP Voice Service, including the ability to access emergency 911 services, will not be available. The Company accepts no responsibility for Service outages due to the non-availability at the Customer's premises of Time Warner Cable cable modem service.

B. Service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

C. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

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SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company (cont'd)

2.1.3 Terms and Conditions (cont'd)

- D. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. Service may be terminated to the Customer pursuant to 26 S.C. Regs. 103-625.
- F. This tariff shall be interpreted and governed by the laws of the State of South Carolina without regard for its choice of laws provision.
- G. Application for Service, billing, payment, deposit, disconnection, dispute resolution and other credit and collect procedures are governed by Chapter 103, Article 6, Subarticle 3 of the Regulations of the SCPSC or any successor provisions.

2.2 Limitations

2.2.1 Indemnification

- A. The Company shall not be liable for any claims for loss or damages involving:
 - 1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with Services or facilities provided by the Company, or (c) common carriers or warehousemen;

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(203) 328-0671
Julie.Patterson@twcable.com

SECTION 2 – RULES AND REGULATIONS

2.2 Limitations (cont'd)

2.2.1 Indemnification (cont'd)

A. (cont'd)

2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including, but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other natural catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
3. Any unlawful or unauthorized use of the Company's facilities and Services;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or Services, or by means of the combination of Company-provided facilities or Services with Customer-provided facilities or services;
5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Section 2.2;

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Time Warner Cable Information Services (South Carolina) LLC

290 Harbor Drive

Stamford, Connecticut 06902

(203) 328-0671

Julie.Patterson@twcable.com

SECTION 2 – RULES AND REGULATIONS

2.2 Limitations (cont'd)

2.2.1 Indemnification (cont'd)

A. (cont'd)

7. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected, to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
11. Any act, omission or network condition resulting in the non-availability of 911, E911, or similar services for any reason including, without limitation and by way of example only, due to any failure of the Company's system, interruption of Time Warner Cable cable modem service or interruption of electric service to Customer's premises (IP Voice Service is not supported by an in-home back-up power source);
12. Any non-completion of calls due to network busy conditions or network failures;

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SECTION 2 – RULES AND REGULATIONS

2.2 Limitations (cont'd)

2.2.1 Indemnification (cont'd)

A. (cont'd)

13. Any calls not actually attempted to be completed during any period that Service is unavailable;

14. Blockages by other providers of services on the public switched network.

B. The Company shall be indemnified, defended and held harmless by the Customer or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, insinuated, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any Company or Customer equipment or facilities or Service provided by the Company.

C. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

D. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

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Time Warner Cable Information Services (South Carolina) LLC

290 Harbor Drive

Stamford, Connecticut 06902

(203) 328-0671

Julie.Patterson@twcable.com

SECTION 2 – RULES AND REGULATIONS

2.2 Limitations (cont'd)

2.2.1 Indemnification (cont'd)

- E. Except as otherwise stated in this tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- F. The Company is not liable for any errors and omissions in local directories. In cases where a specific charge has been made for a directory listing, the Company shall not be liable for any such error or omission beyond the amount of such charge.
- G. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- H. The Company will not be liable for any charge incurred when any long distance (Toll Call) carrier or alternative operator service provider accepts third-number billed or collect calls.
- I. Any provisions that limit liability for damages do not apply to the extent they conflict with Chapter 103, Article 6, of the regulations of the SCPSC.

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SECTION 2 – RULES AND REGULATIONS

2.3 Liability of the Company

2.3.1 General

- A. Except as otherwise stated in this tariff, liability of the Company for damages arising out of either (1) the furnishing of its Services, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services, or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, following.
- B. Except for the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, following, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service, including the inability to access emergency 911 services during any such failure, or any failure in or breakdown of facilities associated with the Service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

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(203) 328-0671
Julie.Patterson@twcable.com

SECTION 2 – RULES AND REGULATIONS

2.4 Service Availability

2.4.1 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' Services. No specific advance notification period is applicable to all Service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned Service-affecting conditions, such as an outage resulting from a loss of power or cable damage, notification to the Customer may not be possible.

2.4.2 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided to the Customer.
- D. Equipment the Company provides or installs at the Customer's premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which the Company provided it.

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Julie Patterson
Time Warner Cable Information Services (South Carolina) LLC
290 Harbor Drive
Stamford, Connecticut 06902
(203) 328-0671
Julie.Patterson@twcable.com

SECTION 2 – RULES AND REGULATIONS

2.4 Service Availability (cont'd)

2.4.2 Provision of Equipment and Facilities (cont'd)

- E. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer or User when the Service difficulty or trouble reported results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to, the Customer or User.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer- or User-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
1. the transmission of signals by Customer-Provided Equipment or for the quality of, or defects in, such transmission; or
 2. the reception of signals by Customer-Provided Equipment.

2.4.3 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its affiliates, agents or contractors.

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Julie Patterson
Time Warner Cable Information Services (South Carolina) LLC
290 Harbor Drive
Stamford, Connecticut 06902
(203) 328-0671
Julie.Patterson@twcable.com

SECTION 2 – RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 General

A. The Customer shall be responsible for:

1. the payment of all applicable charges pursuant to this tariff;
2. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User, or by the noncompliance by the Customer or any User with these regulations, or by fire or theft or other casualty on the Customer's or any User's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
3. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of lines, facilities and associated equipment used to provide IP Voice Service to the Customer from the Customer's property line to the location of the equipment space described above. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service.
4. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
5. making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.

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Julie Patterson
Time Warner Cable Information Services (South Carolina) LLC
290 Harbor Drive
Stamford, Connecticut 06902
(203) 328-0671
Julie.Patterson@twcable.com

SECTION 2 – RULES AND REGULATIONS

2.5 Obligations of the Customer (cont'd)

2.5.2 Prohibited Activities and Uses

- A. The Services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer or User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require a Customer or User immediately to shut down its transmission of signals if said transmission is causing interference to others.
- C. A Customer or User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to the Company for Services provided pursuant to this tariff. Such a transfer will be treated as a disconnection of existing Service and installation of new Service.

2.5.3 Claims

With respect to any Service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or either of their employees, agents, representatives or invitees; or
- B. any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of this tariff.

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Julie Patterson
Time Warner Cable Information Services (South Carolina) LLC
290 Harbor Drive
Stamford, Connecticut 06902
(203) 328-0671
Julie.Patterson@twcable.com

SECTION 2 – RULES AND REGULATIONS

2.6 Customer Equipment and Channels

2.6.1 General

A User may transmit or receive information or signals via the facilities of the Company. A User may transmit any form of signal that is compatible with the Company's equipment, but, except as otherwise specifically stated in this tariff, the Company does not guarantee that its Services will be suitable for purposes other than those described herein.

2.6.2 Station Equipment

- A. Terminal equipment on the User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's point of connection.
- B. The Customer is responsible for ensuring that Customer-Provided Equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. All such Customer-Provided Equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- C. The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-Provided Equipment, or for misdirected calls, disconnects or other Service problems caused by the use of Customer-Provided Equipment.

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Julie Patterson
Time Warner Cable Information Services (South Carolina) LLC
290 Harbor Drive
Stamford, Connecticut 06902
(203) 328-0671
Julie.Patterson@twcable.com

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SECTION 2 – RULES AND REGULATIONS

2.6 Customer Equipment and Channels (cont'd)

2.6.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communications services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of this tariff and the tariff of the other communications carriers which are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-Provided Equipment in accordance with the provisions of this tariff.

2.6.4 Inspections

If the protective requirements for Customer-Provided Equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment and personnel from harm.

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Julie Patterson
Time Warner Cable Information Services (South Carolina) LLC
290 Harbor Drive
Stamford, Connecticut 06902
(203) 328-0671
Julie.Patterson@twcable.com

SECTION 2 – RULES AND REGULATIONS

2.7 Interruption of Service

2.7.1 General

- A. Upon Customer request, the Company will credit a Customer's account for Service interruptions that are not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. Before requesting a credit, the Customer will take reasonable steps to verify that the trouble could not have been prevented by the Customer and is not in the Customer's wiring or equipment. For purposes of computing a credit, a month consists of 720 hours. The Company will credit the Customer's account at the rate of 1/720th of the monthly charge for each full hour of any interruption. In addition, for Service interruptions greater than eight (8) consecutive hours, the Company will credit the Customer's account in an amount equal to the price of one month of Service.

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Julie Patterson
Time Warner Cable Information Services (South Carolina) LLC
290 Harbor Drive
Stamford, Connecticut 06902
(203) 328-0671
Julie.Patterson@twcable.com

SECTION 2 – RULES AND REGULATIONS

2.7 Interruption of Service (cont'd)

2.7.1 General (cont'd)

B. No credit allowance will be made for:

1. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, User, or other common carrier providing service connected to the Service of the Company;
2. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
3. interruptions due to the failure or malfunction of non-Company equipment;
4. interruptions of Service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
5. interruptions of Service during a period in which the Customer continues to use the Service on an impaired basis;
6. interruptions of Service during any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; and
7. interruption of Service due to circumstances or causes beyond the control of the Company.

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Julie Patterson
Time Warner Cable Information Services (South Carolina) LLC
290 Harbor Drive
Stamford, Connecticut 06902
(203) 328-0671
Julie.Patterson@twcable.com

SECTION 2 – RULES AND REGULATIONS

2.8 Payment Arrangements

2.8.1 Payment

The Customer is responsible for the payment of all charges for facilities and Services furnished by the Company to the Customer and to all Users authorized by the Customer.

2.8.2 Billing and Collection of Charges

A. All Customer bills are due and payable on or before the due date provided on the bill. If any portion of the bill is received by the Company more than seven (7) days after the due date, or if any portion of the payment is received in funds which are not immediately available, then a late payment penalty may be assessed by the Company, calculated pursuant to 26 S.C. Regs. 103-622.2 which provides that a maximum one and one half percent (1½%) may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. Billings for 900 and 900-type charges or non-regulated items are excluded from the balance on which a late charge may be imposed.

B. As provided in S.C. Code Section 34-11-70 the Company may charge a service for each check returned for nonpayment by a bank. The Company will furnish proof of the bank charge upon request.

2.8.3 Disputed Bills

If the Customer has a complaint, has a question about, or seeks to dispute charges, on the bill, the Customer should contact the Company at the address, telephone number, or e-mail address provided on the bill. If the Customer is not satisfied with the Company's response, the Customer may contact *Public Service Commission of South Carolina, Post Office Drawer 11649, Synergy Business Park, 101 Executive Center Drive, Columbia, South Carolina 29211, (803) 896-5100, (800) 922-1521.*

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Julie Patterson

Time Warner Cable Information Services (South Carolina) LLC

290 Harbor Drive

Stamford, Connecticut 06902

(203) 328-0671

Julie.Patterson@twcable.com

SECTION 2 – RULES AND REGULATIONS

2.8 Payment Arrangements (cont'd)

2.8.4 Discontinuance of Service

A. If payment is not received within thirty (30) days of the due date, a disconnect notice will be sent to the Customer. If payment still has not been received within forty-five (45) days of the due date, then a notice of possible service interruption will be sent to the Customer. If payment has not been received within seventy-five (75) days of the due date then a final written notice will be sent, and after ninety (90) days following the due date, service will be interrupted, and the account will be disconnected.

B. If the Customer's account is disconnected due to non-payment, Services may be reconnected only by paying all past due amounts, a reconnection fee, and the first month of Service in advance.

2.9 Advance Payments and Deposits

To safeguard its interests, the Company may require a Customer to make a deposit before Services and facilities are furnished pursuant to 26 S.C. Regs. 103-621. The deposit will not exceed an amount equal to two months of estimated monthly recurring charges for the Service or facility. In addition, where special construction is involved, an advance payment may be required in an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill.

2.10 Taxes and Other Charges

The Customer may be responsible for payment of any federal, state or local sales, use, access or other taxes, charges, surcharges (however designated), franchise and permit fees, and all taxes, fees, and other exactions imposed on the Company or its Services by governmental jurisdictions, other than taxes imposed generally on the Company's net income.

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Issued By:

Julie Patterson
Time Warner Cable Information Services (South Carolina) LLC
290 Harbor Drive
Stamford, Connecticut 06902
(203) 328-0671
Julie.Patterson@twcable.com

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OF SOUTH CAROLINA

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Julie Patterson
CLERK OF COURT

SECTION 2 – RULES AND REGULATIONS

2.11 Qualification as Residential Usage

The Company provides IP Voice Service for residential use only. The Company will determine whether the Customer's proposed use is residential based on the character of the use to be made of the Service. Service is intended for reasonable residential usage by residential customers. Limitations may apply to an excessive number of calls during a fixed period, heavy usage during business hours, heavy usage concentrated over consecutive days, or usage that may be deemed to be business use. Service will not be provided where the proposed use will primarily or substantially consist of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, the use will be considered residential if installed in a residence.

2.12 Use of Customer's Service by Others

2.12.1 Residence Customers

Services provided hereunder are provided solely for the use of the Customer and members of the Customer's household, except for occasional use of such Services by visitors and house guests. Customers may not resell such Service to a third party for any form of compensation.

2.12.2 Transfers and Assignments

- a. Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the Services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company. N
- b. Transfer of all or a portion of the Digital Phone Service or the Company's Equipment by Customer to any other person or entity, or to a new residence or other location, is prohibited. Customer expressly acknowledges that the address associated with an emergency 911 call is the authorized address where the Digital Phone Service was originally provided and that movement of the voice-enabled cable modem from the original service location will result in the N

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Julie Patterson

Time Warner Cable Information Services (South Carolina) LLC

290 Harbor Drive

Stamford, Connecticut 06902

(203) 328-0671

Julie.Patterson@twcable.com

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JULIE PATTERSON

SECTION 2 – RULES AND REGULATIONS

2.12 Use of Customer's Service by Others (continued)

identification of emergency 911 calls from the original service location. Access to emergency 911 services will therefore be limited if the voice-enabled cable modem is moved from the original service location.

N

2.13 Cancellation of Service

If a Customer cancels a service order or terminates Services before the completion of the term for any reason whatsoever other than a Service interruption (as defined in Section 2.7), the Customer agrees to pay to the Company:

- A. all nonrecurring charges as specified in this tariff, plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus
- C. 65% of all recurring charges specified in this tariff for the balance of the then-current term.

2.14 Notices and Communications

All notices or other communications except notice of termination of service which required to be given pursuant to this tariff will be delivered via e-mail and first-class mail. Pursuant to 26 S.C. Regs. 103-624.3, when a customer desires to have his service terminated, may notify the company orally or in writing. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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Issued By:

Julie Patterson
Time Warner Cable Information Services (South Carolina) LLC
290 Harbor Drive
Stamford, Connecticut 06902
(203) 328-0671
Julie.Patterson@twcable.com

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SECTION 2 – RULES AND REGULATIONS

2.15 Special Construction and Special Arrangements

2.15.1 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction and special arrangements may be undertaken on a reasonable-efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this tariff, or for the provision of Service on an expedited basis or in some other manner different from the normal tariff conditions.

2.15.2 Basis for Charges

Where the Company furnishes a facility or Service for which a rate or charge is not specified in this tariff, charges will be based on the costs incurred by the Company and may include:

- nonrecurring charges,
- recurring charges,
- termination liabilities, or
- combinations thereof.

The agreement for special construction will ordinarily include a minimum Service commitment based upon the estimated service of the facilities provided.

2.15.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

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Julie Patterson
Time Warner Cable Information Services (South Carolina) LLC
290 Harbor Drive
Stamford, Connecticut 06902
(203) 328-0671
Julie.Patterson@twcable.com

SECTION 3 – SERVICE DESCRIPTION

3.1 IP Voice Service

3.1.1 General

A. Description

1. IP Voice Service provides a connection to the Company's IP voice network which enables the Customer to:
 - a. place and receive calls (including incoming facsimile transmissions) to and from other subscribers to the Company's IP Voice Service and on the public switched telephone network;
 - b. access the Company's intrastate, interstate and international IP Voice Service;
 - c. access the operator service and business office for Service related assistance, access toll-free telecommunications services such as 800 toll-free calling, and access E-911 service for emergency calling; and
 - d. originate calls to the Telecommunications Relay Service (TRS) that enables hearing or speech-impaired persons using Telephone Devices for the Deaf (TDDs) or similar devices to communicate with the hearing population not using TDDs and vice versa. A Customer will be able to access the state provider to complete such calls.
2. IP Voice Service is not supported by an in-home back-up power source, and if electrical power and/or Time Warner Cable's cable modem and/or cable television service are not operating, the IP Voice Service, including the ability to access emergency 911 services, will not be available.

B. The rates and charges as quoted in Section 4 for IP Voice Service entitle the Customer to make calls within South Carolina without paying a toll charge.

C. The provision of IP Voice Service at the rates and charges and terms and conditions shown is subject to the provisions of other sections of this tariff.

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Julie Patterson
Time Warner Cable Information Services (South Carolina) LLC
290 Harbor Drive
Stamford, Connecticut 06902
(203) 328-0671
Julie.Patterson@twcable.com

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SECTION 3 – SERVICE DESCRIPTION

3.1 IP Voice Service (cont'd)

3.1.2 IP Voice Service—Package A

A. General

Package A provides customers with access to the IP Voice Service as described herein, including the ability to place and receive calls (including incoming facsimile transmissions) to and from other subscribers to the Company's IP Voice Service and on the public switched telephone network and the functionality described in Section 3.1.1 herein.

B. Custom Calling Features

Custom Calling Features in (1)–(3) below are included at no additional charge as part of the Company's IP Voice Service—Package A described in this Tariff. Accordingly, under Package A, there are no monthly recurring charges associated with the features set forth below.

1. Call Waiting

When a Customer is making a Call, a short spurt of tone signals the Customer that an incoming call is waiting. The tone is heard only by the Call Waiting Customer, while the incoming caller hears a regular ringing signal. Flashing the switchhook holds the first call while the second is answered.

2. Caller ID

Allows a Caller ID display unit to display the name and number of incoming calls.

3. Call Waiting with Caller ID

When a Customer is talking on the telephone, allows a Caller ID display unit to display the number of an incoming call. A Customer-provided visual display unit is required to interact with this feature.

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Issued By:

Julie Patterson
Time Warner Cable Information Services (South Carolina) LLC
290 Harbor Drive
Stamford, Connecticut 06902
(203) 328-0671
Julie.Patterson@twcable.com

SECTION 3 – SERVICE DESCRIPTION

3.2 Miscellaneous IP Voice Services

3.2.1 General

A. Terms and Conditions

1. The features in this section are included in the Company's IP Voice Service offering.
2. All features are provided subject to availability: Features may not be available with all classes of Service. Transmission levels may not be sufficient in all cases.

3.2.2 Operator Services

A. Directory Assistance Service

Directory Assistance Service (411) is furnished upon Customer request for assistance in determining telephone numbers. Customers will be charged for all requests, including requests for listings that are not found.

B. Directory Assistance Call Completion Service

Directory Assistance Call Completion Service provides a Customer calling Directory Assistance with the option of having the call to the last requested number completed. A service message will inform the Customer that he or she may be connected to the requested number automatically for a specified additional charge.

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Julie Patterson
Time Warner Cable Information Services (South Carolina) LLC
290 Harbor Drive
Stamford, Connecticut 06902
(203) 328-0671
Julie.Patterson@twcable.com

SECTION 3 – SERVICE DESCRIPTION

3.2 Miscellaneous IP Voice Services (cont'd)

3.2.3 Directory Listing Services

The alphabetical directory is a list of names that includes information essential to the identification of the listed party and facilitates the use of the directory. The Company reserves the right to refuse to publish listings which, in the judgment of the Company, are considered inappropriate.

A. Additional and Foreign Listings

1. Additional Listings are provided in addition to the main listing on a telephone service. Additional Listings may be used to help locate another individual in addition to the main listed person in a dual name listing.
2. Customers may request a Foreign Listing, which is a listing entered in the alphabetical list of a directory other than that in which the Customer is regularly listed.

B. Nonlisted Service

At the request of the Customer, any one or all of the Customer's listings normally published in the alphabetical directory will be omitted from the directory but listed in the information records available to the general public.

C. Nonpublished Service

1. The numbers of Nonpublished Service are not listed in the telephone directory or in the information records available to the general public.
2. Nonpublished information may be released to emergency service providers, to Customers who subscribe to Company offerings which require the information to provide Service and/or bill their clients, or, to Customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/or numbers may also be delivered to Customers on a call-by-call basis.

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Issued By:

Julie Patterson
Time Warner Cable Information Services (South Carolina) LLC
290 Harbor Drive
Stamford, Connecticut 06902
(203) 328-0671
Julie.Patterson@twcable.com

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SECTION 3 – SERVICE DESCRIPTION

3.2 Miscellaneous IP Voice Exchange Services (cont'd)

3.2.3 Directory Listing Services (cont'd)

D. Extended Referral

Upon disconnection of a line the Customer may request an extended announcement referring the caller to the Customer's new number for up to three months from the date of disconnect.

3.3 Message Telecommunications Service

3.3.1 General

Subscribers to the IP Voice Service will be entitled to place calls to any location within the continental United States (including the State of South Carolina, as described in this tariff, but not including the States of Alaska and Hawaii) without incurring any toll charges. Customers will be billed for calls to Alaska and Hawaii, and for international calls, in accordance with separate arrangements between the Customer and the Company.

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Time Warner Cable Information Services (South Carolina) LLC
290 Harbor Drive
Stamford, Connecticut 06902
(203) 328-0671
Julie.Patterson@twcable.com

SECTION 4 – RATES

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4.1 Rates

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4.1.1 Service Connection and Related Charges


TARIFF COORD.

A. General

1. Nonrecurring charges will apply to Customer requests for connecting, moving, or changing Service. These charges are in addition to any other scheduled rates and charges that would normally apply under this tariff.
2. Charges for the connection, move, or change of Service may apply for work being performed during the Company's normal business hours. If the Customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once it has begun, an additional charge may apply based on the additional costs involved.
3. Changes in location of the Customer's Service from one premises to another may be treated as new Service connections with the appropriate Service Charges applying.
4. Connections, moves, or changes of Service that are incidental to connections, moves, or changes of Time Warner Cable high-speed modem data service and/or its cable television service will not be subject to charges under this Schedule of Rates, but may be subject to charges imposed by Time Warner Cable pursuant to the cable modem subscriber agreement and/or the cable television subscriber agreement.
5. A Service Connection Charge will apply when a party already subscribing to Time Warner Cable high-speed cable modem data service requests establishment of IP Voice Service. No Service Connection Charge will apply in the case of a party requesting the initial simultaneous establishment of both Time Warner Cable high-speed cable modem data service and IP Voice Service.

B. Rates and Charges

Nonrecurring Service Connection Charge	\$19.95
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Julie Patterson
Time Warner Cable Information Services (South Carolina) LLC
290 Harbor Drive
Stamford, Connecticut 06902
(203) 328-0671
Julie.Patterson@twcable.com

SECTION 4 – RATES

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4.1 Rates (cont'd)

4.1.2 IP Voice Service Monthly Charges


TARIFF COORD.

A. IP Voice Service—Package A

1. Customers subscribing to Time Warner Cable cable television services and Time Warner Cable high-speed cable modem service.

\$39.95

2. Customers subscribing to either Time Warner Cable cable television service or to Time Warner Cable high-speed cable modem service.

\$44.95

4.1.3 Directory Assistance Service

A. Terms and Conditions

1. Directory Assistance charges apply on a per call basis, with a maximum of two requested telephone numbers allowed per call.
2. A Customer who cannot use telephone directories because of physical or mental limitations may obtain an exemption from Directory Assistance Service charges.
3. Charges do not apply for up to fifty (50) calls per billing cycle from lines serving individuals with disabilities. To obtain such exemption, the Customer shall provide the name, address, telephone number and nature of the limitation for each individual requiring the exemption. Information contained on the exemption records shall be treated as confidential by the Company. The Customer shall notify the Company when the need for an exemption no longer exists.

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Time Warner Cable Information Services (South Carolina) LLC
290 Harbor Drive
Stamford, Connecticut 06902
(203) 328-0671
Julie.Patterson@twcable.com

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4.1 Rates (cont'd)

4.1.3 Directory Assistance Service (cont'd)

B. Rates and Charges

1. Per Request \$0.40

4.1.4 Directory Assistance Call Completion Service

A. Terms and Conditions

1. Directory Assistance Call Completion Service is furnished only where facilities are available. Directory Assistance charges and, if applicable, normal usage charges apply in addition to a Directory Assistance Call Completion Service charge.
2. When a caller requests more than one number from Directory Assistance, Directory Assistance Call Completion Service is offered only for the last number requested.
3. The Directory Assistance Call Completion Service charge applies only to calls actually completed.
4. The Directory Assistance Call Completion Service charge will be credited for completion of calls to the wrong number, incomplete connections or calls with unsatisfactory transmission.
5. The Directory Assistance Call Completion Service charge does not apply to disabled persons who are exempt from the Directory Assistance charge pursuant to this tariff.

B. Rates and Charges

- | | |
|-----------------------|--------|
| 1. Per Completed Call | \$0.70 |
|-----------------------|--------|

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TARIFF COORD.

4.1 Rates (cont'd)

4.1.5 Operator Service

A. General

1. Calls may be completed or billed with live or mechanical assistance by the Company's operator center.
2. Calls may be billed collect to the called party, to an authorized third party number, or to the originating line. Calls may be placed on a station-to-station basis, or to a specified party (Person-to-Person) or designated alternate.
3. Charges for operator services will be credited to the Customer for calls completed to a wrong number, for incomplete connections, or for calls with unsatisfactory transmission.
4. When the Customer requests an operator to dial the called number, an Operator Dialed Surcharge will apply in addition to the applicable Service charge as set forth below.

B. Rates and Charges

- | | |
|--|--------------------|
| 1. Operator Placed Direct Call | \$ 1.30 per call |
| 2. Collect Call Surcharge | \$ 1.70 per call |
| 3. Person-to-Person Surcharge | \$ 3.70 per call |
| 4. Operator Calls per minute extra rate | \$10.15 per minute |
| 5. Busy Line Verification Service Charge | \$ 2.50 per call |
| 6. Emergency Interrupt Service Charge | \$15.00 per call |

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SECTION 4 – RATES

4.1 Rates (cont'd)

4.1.6 Nonlisted Service

A. Terms and Conditions

The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly by the publication of a listing which the Customer has requested be omitted from the telephone directory or the disclosing of such a listing to any person. Where such a listing is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the particular Nonlisted Service.

B. Rates and Charges

- | | |
|------------------------|--------|
| 1. Nonrecurring Charge | \$5.00 |
| 2. Monthly Charge | \$1.50 |

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TARIFF COORD.

4.1 Rates (cont'd)

4.1.7 Nonpublished Service

A. Terms and Conditions

1. The customer may be subject to nonrecurring and monthly recurring charges, as specified below, for Nonpublished Service.
2. Incoming calls to Nonpublished Service will be completed only when the calling party places the call by telephone number. The Company will adhere to this condition notwithstanding any claim made by the calling party.
3. No liability for damages arising from publishing the telephone number of Nonpublished Service in the telephone directory or disclosing the telephone number to any person shall attach to the Company. Where such number is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the Nonpublished Service.
4. The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose a nonpublished telephone number upon request or by the publication of the number of a Nonpublished Service in the telephone directory or disclosing of such number to any person.

B. Rates and Charges

- | | |
|------------------------|--------|
| 1. Nonrecurring Charge | \$5.00 |
| 2. Monthly Charge | \$1.50 |

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SECTION 4 – RATES

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4.2 Miscellaneous Rates

4.2.1 Service Change Charges


TARIFF COORD.

Service Change Charges apply per line when a Customer requests a change in existing Service.

A. Telephone Number Change – A charge may apply to each Customer-requested change in telephone number.

B. Directory Listing Change Charge – A charge may apply to each Customer-requested change in directory listing.

C. Rates and Charges

- | | |
|--|---------|
| 1. Nonrecurring Charge for
Telephone Number change | \$10.00 |
| 2. Nonrecurring Charge for
Directory Listing change | \$10.00 |

4.2.2 Change of Responsibility

A. Terms and Conditions

When acceptable to the Company, an applicant may supersede Service of an existing Customer where an arrangement is made by the Customer and the applicant to pay all outstanding charges against the Service. The applicant must also make arrangements to become a Time Warner Cable cable modem service customer. No non-recurring Service connection charge will be due from the applicant under this Tariff if the applicant becomes a Time Warner Cable cable modem service customer and a Customer for Service provided under this Tariff at the same time.

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4.3 Promotional Offerings


TARIFF COORD.

From time to time, the Company may elect to offer promotional programs that shall waive, for a specified period of time not to exceed six (6) months, in whole or in part (1) any installation fee and/or (2) any recurring nonrecurring fees for any services other than local voice service or intrastate toll service. The promotional programs will be filed in advance with the Commission by letter. A promotional program may not waive any surcharge the Company is required to assess by Rule adopted by a State Agency or by statute. Promotional programs offered under this tariff shall not alter any term or condition of any service except with regard to the rate charged for the service. Descriptions of specific promotional programs, including the effective dates of the promotion and the rates to be charged under the promotion, shall be provided to the Commission on or before the offering date of the promotional programs. These descriptions shall be kept with the terms and conditions maintained by the Company.

4.4 Employee Rates

The Company may offer special rates or rate packages to its employees or employees of its affiliates.

4.5 Marketing

As a telephone utility under the regulation of the Public Service Commission of South Carolina, Company hereby asserts and affirms that as a reseller of intrastate telecommunications service, Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and Company will comply with those marketing procedures, if any, set forth by the Commission. Additionally, Company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. Company understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

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